

**CONTRACT**

**\*13**

Project: Parks & Streetscape Maintenance Services  
Bid No: RFP 1136  
Amount of Contract: \$98,503.00

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and East Bay Construction, hereinafter referred to as "Contractor".

**WITNESSETH:**

- A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and
- B. WHEREAS, the term of this agreement shall become effective upon the execution of the agreement by all parties; and
- C. WHEREAS, the agreement shall be for one (1) year with two (2) single year renewal options unless otherwise terminated; and
- D. WHEREAS, said Specifications include:

- Part A – Notice of Request For Proposals
- Part B – Detailed Specifications or Scope of Work
- Part C – Instructions To Proposer
- Part D – Terms and Conditions
- Part E - Special Provisions for Equipment & Material
- Part F – Special Provisions For Services
- Part G – Drawings
- Part H – Addenda
- Part I – Payment Bond
- Part J – Non-Collusion Affidavit
- Part K – Proposer's Statement Regarding Insurance Coverage
- Part L – Worker's Compensation Insurance Certificate
- Part M – Proposer's Nondiscriminatory Employment Certificate
- Part N – Contractor's Proposal
- Part O – Subcontractors List

E. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein

provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year written on Page 1.

City of Milpitas,  
A Municipal Corporation

\_\_\_\_\_  
Thomas C. Williams, City Manager

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Tax Compliance: Certificate No.

\_\_\_\_\_  
Federal Tax ID No:

Approved As To Content:

\_\_\_\_\_  
Chris Schroeder, Purchasing Agent

Approved As To Form:

\_\_\_\_\_  
Bronwen Lacey, Deputy City Attorney

Approved As To Insurance:

\_\_\_\_\_  
Emma Karlen, Risk Manager

ATTEST:

\_\_\_\_\_  
Mary Lavelle, City Clerk

## **SCOPE OF WORK**

### **Landscape-Irrigation Maintenance Services for Thompson Street, Thompson Court, Machado Street and Abel Street**

#### **GENERAL DESCRIPTION**

The landscape and irrigation to be maintained is within the medians and on both sides of the streets along Thompson Street, Thompson Court, Machado Street and Abel Street, which are located within the CITY OF MILPITAS, more specifically just north of Great Mall Parkway as shown on the attached vicinity map.

Streetscape landscape include, but is not limited to, trees, shrubs, grass, groundcover and irrigation.

### **Landscape-Irrigation Maintenance Services for Tom Evatt Park, John McDermott Park and O'Toole Elms Park**

#### **GENERAL DESCRIPTION**

The landscape and irrigation is at three CITY OF MILPITAS parks shown on the attached vicinity map. Tom Evatt Park is the strip bounded between Thompson Street on the west side, and the railroad on the east side. John McDermott Park is adjacent to Alvarez Court and west of Abel Street. O'Toole Elms Park is located north of Curtis Avenue, along Abel Street.

Streetscape landscaping include, but is not limited to, trees, shrubs, grass, groundcover, irrigation, play equipment, restroom facilities and other parks amenities.

#### **LANDSCAPE MAINTENANCE SPECIFICATIONS**

### **SUMMARY**

**Term:**

This solicitation includes landscape maintenance services for a period of one full year (365 days) with two (2) additional one (1) year options.

## EXHIBIT A

### SCOPE OF WORK

#### Abel Street, Thompson Street, Thompson Court and Machado Avenue

##### LANDSCAPE MAINTENANCE SPECIFICATIONS

#### PART 1 – GENERAL

##### 1.1 SUMMARY

- A. The work under this Section includes landscape maintenance on a monthly basis to June 30, 2009, or upon termination of work by the City, whichever comes first.
- B. The maintenance work will include all landscape and irrigation within the City streets right of way of:

Abel Street – north leg intersection at Great Mall Parkway to north leg intersection of Corning St.

Thompson Street – north leg intersection at Great Mall Parkway to intersection at Machado St.

Thompson Court – intersection at Machado Street to north at the cul-de-sac.

Machado Street – intersection at Thompson Street to Abel street.

##### 1.2 SUBMITTALS

###### A. Initial Report Submittals

- 1. The CONTRACTOR shall submit within 30 days from the beginning of the contract a PLANT MATERIAL INITIAL REPORT that identifies missing or dead plant material, and notes the general health of the plant material and any potential problems.
- 2. The CONTRACTOR shall conduct an irrigation go through within 30 days from the beginning of the contract, and shall submit an IRRIGATION SYSTEM INITIAL REPORT that documents all irrigation controllers, stations, type of plant material watered, type of irrigation heads, and identifies any system deficiencies, etc.
- 3. The CONTRACTOR shall submit an IRRIGATION SCHEDULE for all controllers and stations within the irrigation system for the project area within 30 days from the beginning of the contract.
- 4. CONTRACTOR shall submit within 30 days from the beginning of the contract, a schedule for ANNUAL PRE-EMERGENT USE.

###### B. Quality Control Submittals

1. The CONTRACTOR shall submit all current and renewal licenses, permits and insurance documents required by the CITY OF MILPITAS, the State of California or the Federal government pertaining to the scope of maintenance work.
2. At the beginning of each month, the CONTRACTOR shall submit a MONTHLY MAINTENANCE CHECKLIST identifying the scheduled work for the month.
3. At the end of each month, the CONTRACTOR shall submit the completed MONTHLY MAINTENANCE CHECKLIST documenting the work completed, the location of the work, and a record of all labor and materials used.
4. The CONTRACTOR shall submit a WEEKLY IRRIGATION SYSTEM REPORT that notes visual observations from site inspections, and responses to the central irrigation system alarm reports. A weekly meeting will be scheduled with the CITY and the CONTRACTOR to review the CONTRACTOR's report.
5. The CONTRACTOR shall submit a MONTHLY INVOICE for payment of work completed during the previous month, and attach backup documentation for all labor and materials used, and the location of all work, including but not limited to the
  - i. MONTHLY MAINTENANCE CHIECKLIST
  - ii. WEEKLY IRRIGATION SYSTEM REPORTS
  - iii. Delivery tickets and receipts for materials used
  - iv. Pesticide use reports
6. The CONTRACTOR shall provide a written pesticide use recommendation issued by a licensed agricultural pest control advisor and accompanying material safety data sheet for the application of all weed, pest and disease controls, display emergency information on all vehicles carrying pesticides, and label all containers as required by the California Department of Pesticide Regulation. The pesticide use recommendation shall contain but not be limited to the target pest, application rate, precautionary statements, and any restrictions and special conditions.

### 1.3 QUALITY ASSURANCE

#### A. Qualifications

1. The landscape CONTRACTOR shall have a full-time employee assigned to the job as supervisor for the duration of the contract. He/she must be English-speaking and shall have a minimum of four (4) years experience in landscape maintenance supervision, with experience or training in turf management, pest control, soils, fertilizers and plant and weed identification.

2. The CONTRACTOR's landscape maintenance labor force shall include an irrigation specialist who can correctly troubleshoot problems in the field and make appropriate repairs. The labor force shall be English-speaking and thoroughly trained and familiar with the work to be accomplished and shall perform each task in a competent, efficient manner acceptable to the CITY.

B. Requirements

1. The CONTRACTOR's supervisor shall directly supervise the work force on-site. The CONTRACTOR shall notify the CITY of any changes in the supervision or irrigation specialist positions.
2. The landscape maintenance CONTRACTOR's vehicles and labor force shall be visibly identified at all times and the CONTRACTOR's employees uniformly dressed in a manner satisfactory to the CITY.
3. The CONTRACTOR's on-site supervisor shall be reachable by cell phone during work hours and the CONTRACTOR shall provide contact information after work hours in case of an emergency.

**1.4 WORK SCHEDULING**

- A. The CONTRACTOR shall perform all maintenance during hours mutually agreed upon between CITY and CONTRACTOR.
- B. The CONTRACTOR's work force shall be present at the project site at least once a week and as often as necessary to perform specified maintenance in accordance with the approved maintenance schedule and response to the weekly irrigation system checks, and daily irrigation alarm reports.

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

A. General

1. All materials and equipment, shall be provided by the CONTRACTOR, except for water, as available from the CITY.
2. Costs due to material wear and manufacture damage may be covered under the City's current warranty period, however, it is subject for review and approval by a City representative.

B. Fertilizers

1. Commercial fertilizer with 16-16-16 formulation or approved equal applied at the manufacturer's recommended rate for plant material, or follow soil sample analysis recommendations.
2. For turf areas, 25-4-8 slow release fertilizer with I.B.D.U. or approved equal at the rate of 10 pounds per 1,000 square foot.

3. Gypsum applied at the rate of 10 pounds per 1,000 square foot.
- C. Herbicides, Insecticides, and Fungicides
1. Best quality materials in the original manufacturers' containers, properly labeled with guaranteed analysis.
  2. Use non-staining materials.
- D. Plant Materials
1. All container grown young plants shall be healthy, vigorous, well-rooted, and established in the container in which they are growing. They shall have tops of good quality and be in a healthy growing condition. A container grown young plant shall have a well-established root system reaching the sides of the container to maintain a firm ball.
  2. All annuals and perennials shall be nursery-grown in 4-inch pots, well rooted, full, healthy plants just ready to bloom.

## **2.2 EQUIPMENT**

- A. Use only the proper tool for each job. Maintain all tools in sharp, properly-functioning condition.
- B. Take all measures to prevent introduction of insect or disease-laden materials onto the site by properly cleaning and sterilizing tools prior to usage.

## **PART 3 – EXECUTION**

### **3.1 PREPARATION**

- A. Protection
1. The CONTRACTOR shall protect all new planting areas from damage of any kind until sufficiently established.
- B. Replacements
1. CONTRACTOR shall be responsible to replace all plants damaged or injured by CONTRACTOR and set to proper grades in upright position.
  2. Replacement plants shall match size, condition and variety of plants replaced, and shall be healthy, vigorous stock, free of insects and disease.
  3. Plant materials that die from lack of water shall be the CONTRACTORS responsibility to replace.

### **3.2 MULCH**

- A. All planting areas shall be maintained with 2 inches of mulch to minimize water use and suppress weed growth.

### **3.3 WEED, DISEASE AND PEST CONTROL**

- A. Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed if applying selective weed killers so as not to damage any desirable plants. If spraying is done, it shall be at times when there is no wind, or wind at 5 mph or less to avoid drift.
- B. The CONTRACTOR shall monitor all plant materials and ground covers for pests and diseases. Insects, pests and diseases shall be controlled by the use of approved pesticides and accompanied by a Pesticide Use Recommendation and Material Safety Data Sheet.
- C. The CONTRACTOR agrees to eradicate all gophers, moles, rodents and other related pests from all landscape areas covered within this project and restore the area to proper condition.

### **3.4 IRRIGATION SYSTEM MAINTENANCE**

- A. The existing irrigation system at Abel Street, Thompson Street, Thompson Court and Machado Avenue is a Rainmaster Evolution central control irrigation system. The CONTRACTOR must be familiar with the configuration of master valves and flow sensors, and controller programming, as well as the weekly observance of uniform coverage, the proper functioning of heads, and troubleshooting for high flow and low flow and no flow conditions. The CONTRACTOR shall be responsible for labor and materials to make all repairs from “the T” up ie. T, head, nozzles, risers, swings, etc). Excessive water use, dead and dying plant material, or excessive line breaks due to CONTRACTOR negligence will also be the responsibility of the CONTRACTOR.
- B. Maintenance of the existing system by the CONTRACTOR shall include, but not be limited to the following:
  - 1. Irrigation schedules, which shall be submitted for CITY approval in writing at the beginning of the contract, and for Summer, Fall, Winter and Spring climate adjustments.
  - 2. Weekly field inspection of the irrigation system by an irrigation specialist including observance of uniform coverage from the heads, dry spots, blowouts, runoff, etc.
  - 3. Field inspection by an irrigation specialist of the specific central irrigation system alarm reports.
  - 4. The repair of piping, risers, heads and the drip emitters in response to field observation and central irrigation alarm reports.
  - 5. A CONTRACTOR representative shall meet with CITY staff on a weekly basis to review the WEEKLY IRRIGATION SYSTEM

REPORT, which will include repairs made to piping, heads and nozzles, or repair approvals required for line breaks, valve replacements, and CONTRACTOR response to daily central system alarm reports.

6. All repair needs or irrigation scheduling needs discovered in the field shall be reported to the CITY on a weekly basis for repair approval.
7. At no time will runoff or over spray from the irrigation system into the street, over the sidewalk or onto walls or buildings be allowed.
8. Cleaning and adjusting sprinkler heads and filters for optimum coverage.
9. Report promptly to the CITY all accidental damage that may or may not have resulted from CONTRACTOR's negligence or operations.
10. The completion of the WEEKLY IRRIGATION SYSTEM REPORTS to be submitted with the MONTHLY INVOICE for review before payment.

### **3.5 FERTILIZATION**

- A. Prior to fertilization, soil samples must be taken from four (4) locations within the project site for fertility-salinity-alkalinity analysis to determine fertilization needs.
- B. All turf areas shall be fertilized three times per year, and watered immediately after fertilization to prevent burning of grasses.

### **3.6 PESTICIDE APPLICATIONS**

- A. All pesticide applicators must have a current California Pest Control Advisor Recommendation available on site correctly identifying the target weed species, pesticide to be used, rate of application, precautionary statements for safe handling and environmental protection, weather and timing restrictions, and shall be approved by the CITY prior to application. Applicators must also have a pesticide label and MSDS available on site.
- B. Pesticides shall be applied only by personnel who possess a California Qualified Applicator's License, with training in the specific pesticide they are applying.
- C. All applications shall be done with extreme care to avoid any hazard to persons, pets, or landscape plantings, including adjacent trees.
- D. The CONTRACTOR shall follow all applicable California Department of Pesticide Regulations requirements for the safe use and handling of pesticides, and for adherence to label instructions.
- E. No restricted use pesticides shall be used without the prior consent of the CITY. All requirements for the use of restricted materials, including the

filing of the Notice of Intent, shall be the responsibility of the CONTRACTOR.

### **3.7 GROUNDCOVER MAINTENANCE**

- A. Hedge or edge groundcovers to keep in bounds. Median landscaping shall be kept at a level low enough to provide sight distance of oncoming traffic, and traffic from either direction when entering the roadway.
- B. Trim top growth as necessary to achieve an overall even appearance, and with regular frequency to not leave woody stubs.
- C. Do not square shrubs, but rather contour in a more naturalized shape to allow sunlight to reach the lower portion of the plant.
- D. Groundcovers shall be mowed or trimmed to specified height above finished grade in order to renew growth, improve density and attractiveness.

### **3.8 ANNUALS AND PERENNIALS**

- A. Watering
  - 1. Check irrigation system before planting.
  - 2. Species, sizes of plants, and orientation shall dictate frequency of watering. Submit to CITY a watering schedule for different seasonal requirements.
- B. All medians with annuals and perennials shall be weed-free at all times.
- C. Limit pruning to removal of damaged or dead twigs and foliage. Replace damaged annuals as needed.
- D. Replacements of Annuals
  - 1. Replace annuals spring and fall. Plant replacement must be performed the same day the plant has been removed from the ground.
  - 2. Thoroughly cultivate soil after removal of "spent" or "dead" plants prior to planting new materials. Incorporate soil amendments and gypsum as needed.
- E. Incorporate slow release fertilizers per soil requirements and manufacturer's current specifications, and rake smooth.

### **4.0 PRUNING**

- A. Tree pruning is NOT INCLUDED in this contract, and shall be the responsibility of the CITY.

- B. All shrubs and groundcover shall be pruned according to ANSI standards when appropriate to remove dead or damaged branches, and develop the natural form of the plant.
- C. Prune the plants that flower before the end of June immediately after flowering.
- D. Prune the plants that flower in summer or autumn in winter or spring before new growth begins.
- E. Do not form shrubs into geometrical shapes or shear the sides along the curb. Maintain the natural form of the shrub through selective pruning.
- F. Remove all spent blooms, seedheads and dried leaves from daylilies, phormiums and ornamental grasses to maintain a neat and tidy appearance.

**4.1 CLEANING**

- A. Dispose of all pruned materials, vacuum all turf clippings and leaves, sweep all walkways and rake smooth all mulched areas.
- B. Remove from the site all equipment, tools, containers and evidence of maintenance activities.

**The scope of work shall also include but not be limited to the following:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>1) Landscape Maintenance of the grounds of Abel Street, Thompson Street, Thompson Court and Machado Avenue</li> <li>1.1 Weed control</li> <li>1.2 Litter and debris removal</li> <li>1.3 Plant pruning</li> <li>1.3 Fertilize</li> <li>1.4 Inspect, adjust and repair irrigation</li> </ul> | <p style="text-align: center;"><u>Frequency</u></p> <ul style="list-style-type: none"> <li>weekly</li> <li>weekly</li> <li>monthly</li> <li>winter/spring</li> <li>weekly</li> </ul> |
|--|--|

**PERFORMANCE MEASURES**

The CONTRACTOR shall perform all services in a diligent way to avoid callbacks from the CITY. Callbacks from the CITY due to unacceptable work shall be solely the CONTRACTOR’s responsibility at the CONTRACTOR’s expense. Callback work shall be performed in a timely manner and shall not exceed 24 hours from first notification. Notification of unacceptable work will be sent in writing to the project manager no more than 24 hours after completion of initial finding.

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **O'Toole Elms Park, Tom Evatt Park, John McDermott Park**

#### **LANDSCAPE MAINTENANCE SPECIFICATIONS**

#### **PART 1 – GENERAL**

##### **1.1 SUMMARY**

- A. The work under this Section includes landscape maintenance on a monthly basis to June 30, 2009, or upon termination of work by the City, whichever comes first.
- B. The maintenance work will include all landscape and irrigation at three City parks as shown on attached Exhibit A.

##### **1.2 SUBMITTALS**

###### **A. Initial Report Submittals**

- 1. The CONTRACTOR shall submit within 30 days from the beginning of the contract a PLANT MATERIAL INITIAL REPORT that identifies missing or dead plant material, and notes the general health of the plant material and any potential problems.
- 2. The CONTRACTOR shall conduct an irrigation go through within 30 days from the beginning of the contract, and shall submit an IRRIGATION SYSTEM INITIAL REPORT that documents all irrigation controllers, stations, type of plant material watered, type of irrigation heads, and identifies any system deficiencies, etc.
- 3. The CONTRACTOR shall submit an IRRIGATION SCHEDULE for all controllers and stations within the irrigation system for the project area within 30 days from the beginning of the contract.
- 4. CONTRACTOR shall submit within 30 days from the beginning of the contract, a schedule for ANNUAL PRE-EMERGENT USE.

###### **B. Quality Control Submittals**

- 1. The CONTRACTOR shall submit all current and renewal licenses, permits and insurance documents required by the CITY OF MILPITAS, the State of California or the Federal government pertaining to the scope of maintenance work.
- 2. At the beginning of each month, the CONTRACTOR shall submit a MONTHLY MAINTENANCE CHECKLIST identifying the scheduled work for the month.

3. At the end of each month, the CONTRACTOR shall submit the completed MONTHLY MAINTENANCE CHECKLIST documenting the work completed, the location of the work, and a record of all labor and materials used.
4. The CONTRACTOR shall submit a WEEKLY IRRIGATION SYSTEM REPORT that notes visual observations from site inspections, and responses to the central irrigation system alarm reports. A weekly meeting will be scheduled with the CITY and the CONTRACTOR to review the CONTRACTOR's report.
5. The CONTRACTOR shall submit a MONTHLY INVOICE for payment of work completed during the previous month, and attach backup documentation for all labor and materials used, and the location of all work, including but not limited to the
  - i. MONTHLY MAINTENANCE CHIECKLIST
  - ii. WEEKLY IRRIGATION SYSTEM REPORTS
  - iii. Delivery tickets and receipts for materials used
  - iv. Pesticide use reports
6. The CONTRACTOR shall provide a written pesticide use recommendation issued by a licensed agricultural pest control advisor and accompanying material safety data sheet for the application of all weed, pest and disease controls, display emergency information on all vehicles carrying pesticides, and label all containers as required by the California Department of Pesticide Regulation. The pesticide use recommendation shall contain but not be limited to the target pest, application rate, precautionary statements, and any restrictions and special conditions.

### **1.3 QUALITY ASSURANCE**

#### **A. Qualifications**

1. The landscape CONTRACTOR shall have a full-time employee assigned to the job as supervisor for the duration of the contract. He/she must be English-speaking and shall have a minimum of four (4) years experience in landscape maintenance supervision, with experience or training in turf management, pest control, soils, fertilizers and plant and weed identification.
2. The CONTRACTOR's landscape maintenance labor force shall include an irrigation specialist who can correctly troubleshoot problems in the field and make appropriate repairs. The labor force shall be English-speaking and thoroughly trained and familiar with the work to be accomplished and shall perform each task in a competent, efficient manner acceptable to the CITY.

#### **B. Requirements**

1. The CONTRACTOR's supervisor shall directly supervise the work force on-site. The CONTRACTOR shall notify the CITY of any changes in the supervision or irrigation specialist positions.
2. The landscape maintenance CONTRACTOR's vehicles and labor force shall be visibly identified at all times and the CONTRACTOR's employees uniformly dressed in a manner satisfactory to the CITY.
3. The CONTRACTOR's on-site supervisor shall be reachable by cell phone during work hours and the CONTRACTOR shall provide contact information after work hours in case of an emergency.

#### **1.4 WORK SCHEDULING**

- A. The CONTRACTOR shall perform all maintenance during hours mutually agreed upon between CITY and CONTRACTOR.
- B. The CONTRACTOR's work force shall be present at the project site at least once a week and as often as necessary to perform specified maintenance in accordance with the approved maintenance schedule and response to the weekly irrigation system checks, and daily irrigation alarm reports.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIALS**

- A. General
  1. All materials and equipment, shall be provided by the CONTRACTOR, except for water, as available from the CITY.
  2. Costs due to material wear and manufacture damage may be covered under the City's current warranty period, however, it is subject for review and approval by a City representative.
- B. Fertilizers
  1. Commercial fertilizer with 16-16-16 formulation or approved equal applied at the manufacturer's recommended rate for plant material, or follow soil sample analysis recommendations.
  2. For turf areas, 25-4-8 slow release fertilizer with I.B.D.U. or approved equal at the rate of 10 pounds per 1,000 square foot.
  3. Gypsum applied at the rate of 10 pounds per 1,000 square foot.
- C. Herbicides, Insecticides, and Fungicides
  1. Best quality materials in the original manufacturers' containers, properly labeled with guaranteed analysis.
  2. Use non-staining materials.

D. Plant Materials

1. All container grown young plants shall be healthy, vigorous, well-rooted, and established in the container in which they are growing. They shall have tops of good quality and be in a healthy growing condition. A container grown young plant shall have a well-established root system reaching the sides of the container to maintain a firm ball.
2. All annuals and perennials shall be nursery-grown in 4-inch pots, well rooted, full, healthy plants just ready to bloom.

**2.2 EQUIPMENT**

- A. Use only the proper tool for each job. Maintain all tools in sharp, properly-functioning condition.
- B. Take all measures to prevent introduction of insect or disease-laden materials onto the site by properly cleaning and sterilizing tools prior to usage.

**PART 3 – EXECUTION**

**3.1 PREPARATION**

- A. Protection
  1. The CONTRACTOR shall protect all new planting areas from damage of any kind until sufficiently established.
- B. Replacements
  1. CONTRACTOR shall be responsible to replace all plants damaged or injured by CONTRACTOR and set to proper grades in upright position.
  2. Replacement plants shall match size, condition and variety of plants replaced, and shall be healthy, vigorous stock, free of insects and disease.
  3. Plant materials that die from lack of water shall be the CONTRACTORS responsibility to replace.

**3.2 MULCH**

- A. All planting areas shall be maintained with 2 inches of mulch to minimize water use and suppress weed growth.

**3.3 WEED, DISEASE AND PEST CONTROL**

- A. Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed if applying selective weed killers so as not to damage any

desirable plants. If spraying is done, it shall be at times when there is no wind, or wind at 5 mph or less to avoid drift.

- B. The CONTRACTOR shall monitor all plant materials and ground covers for pests and diseases. Insects, pests and diseases shall be controlled by the use of approved pesticides and accompanied by a Pesticide Use Recommendation and Material Safety Data Sheet.
- C. The CONTRACTOR agrees to eradicate all gophers, moles, rodents and other related pests from all landscape areas covered within this project and restore the area to proper condition.

### **3.4 IRRIGATION SYSTEM MAINTENANCE**

- A. The CONTRACTOR must be familiar with the configuration of master valves and flow sensors, and controller programming, as well as the weekly observance of uniform coverage, the proper functioning of heads, and troubleshooting for high flow and low flow and no flow conditions. The CONTRACTOR shall be responsible for labor and materials to make all repairs from “the T” up ie. T, head, nozzles, risers, swings, etc). Excessive water use, dead and dying plant material, or excessive line breaks due to CONTRACTOR negligence will also be the responsibility of the CONTRACTOR.
- B. Maintenance of the existing system by the CONTRACTOR shall include, but not be limited to the following:
  - 1. Irrigation schedules, which shall be submitted for CITY approval in writing at the beginning of the contract, and for Summer, Fall, Winter and Spring climate adjustments.
  - 2. Weekly field inspection of the irrigation system by an irrigation specialist including observance of uniform coverage from the heads, dry spots, blowouts, runoff, etc.
  - 3. Field inspection by an irrigation specialist of the specific central irrigation system alarm reports.
  - 4. The repair of piping, risers, heads and the drip emitters in response to field observation and central irrigation alarm reports.
  - 5. A CONTRACTOR representative shall meet with CITY staff on a weekly basis to review the WEEKLY IRRIGATION SYSTEM REPORT, which will include repairs made to piping, heads and nozzles, or repair approvals required for line breaks, valve replacements, and CONTRACTOR response to daily central system alarm reports.
  - 6. All repair needs or irrigation scheduling needs discovered in the field shall be reported to the CITY on a weekly basis for repair approval.

7. At no time will runoff or over spray from the irrigation system into the street, over the sidewalk or onto walls or buildings be allowed.
8. Cleaning and adjusting sprinkler heads and filters for optimum coverage.
9. Report promptly to the CITY all accidental damage that may or may not have resulted from CONTRACTOR's negligence or operations.
10. The completion of the WEEKLY IRRIGATION SYSTEM REPORTS to be submitted with the MONTHLY INVOICE for review before payment.

### **3.5 FERTILIZATION**

- A. Prior to fertilization, soil samples must be taken from four (4) locations within the project site for fertility-salinity-alkalinity analysis to determine fertilization needs.
- B. All turf areas shall be fertilized three times per year, and watered immediately after fertilization to prevent burning of grasses.

### **3.6 PESTICIDE APPLICATIONS**

- A. All pesticide applicators must have a current California Pest Control Advisor Recommendation available on site correctly identifying the target weed species, pesticide to be used, rate of application, precautionary statements for safe handling and environmental protection, weather and timing restrictions, and shall be approved by the CITY prior to application. Applicators must also have a pesticide label and MSDS available on site.
- B. Pesticides shall be applied only by personnel who possess a California Qualified Applicator's License, with training in the specific pesticide they are applying.
- C. All applications shall be done with extreme care to avoid any hazard to persons, pets, or landscape plantings, including adjacent trees.
- D. The CONTRACTOR shall follow all applicable California Department of Pesticide Regulations requirements for the safe use and handling of pesticides, and for adherence to label instructions.
- E. No restricted use pesticides shall be used without the prior consent of the CITY. All requirements for the use of restricted materials, including the filing of the Notice of Intent, shall be the responsibility of the CONTRACTOR.

### **3.7 GROUNDCOVER MAINTENANCE**

- A. Hedge or edge groundcovers to keep in bounds. Median landscaping shall be kept at a level low enough to provide sight distance of oncoming traffic, and traffic from either direction when entering the roadway.

- B. Trim top growth as necessary to achieve an overall even appearance, and with regular frequency to not leave woody stubs.
- C. Do not square shrubs, but rather contour in a more naturalized shape to allow sunlight to reach the lower portion of the plant.
- D. Groundcovers shall be mowed or trimmed to specified height above finished grade in order to renew growth, improve density and attractiveness.

### **3.8 ANNUALS AND PERENNIALS**

- A. Watering
  - 1. Check irrigation system before planting.
  - 2. Species, sizes of plants, and orientation shall dictate frequency of watering. Submit to CITY a watering schedule for different seasonal requirements.
- B. Limit pruning to removal of damaged or dead twigs and foliage. Replace damaged annuals as needed.
- C. Replacements of Annuals
  - 1. Replace annuals spring and fall. Plant replacement must be performed the same day the plant has been removed from the ground.
  - 2. Thoroughly cultivate soil after removal of "spent" or "dead" plants prior to planting new materials. Incorporate soil amendments and gypsum as needed.
- D. Incorporate slow release fertilizers per soil requirements and manufacturer's current specifications, and rake smooth.

### **4.0 PRUNING**

- A. Tree pruning is NOT INCLUDED in this contract, and shall be the responsibility of the CITY.
- B. All shrubs and groundcover shall be pruned according to ANSI standards when appropriate to remove dead or damaged branches, and develop the natural form of the plant.
- C. Prune the plants that flower before the end of June immediately after flowering.
- D. Prune the plants that flower in summer or autumn in winter or spring before new growth begins.
- E. Do not form shrubs into geometrical shapes or shear the sides along the curb. Maintain the natural form of the shrub through selective pruning.

- F. Remove all spent blooms, seedheads and dried leaves from daylilies, phormiums and ornamental grasses to maintain a neat and tidy appearance.

#### 4.1 CLEANING

- A. Dispose of all pruned materials, vacuum all turf clippings and leaves, sweep all walkways and rake smooth all mulched areas.
- B. Remove from the site all equipment, tools, containers and evidence of maintenance activities.

**The scope of work shall also include but not be limited to the following:**

- 1) Landscape Maintenance of the grounds at O'Toole Elms Park, Tom Evatt Park, and John McDermott Park.

	<u>Frequency</u>
1.1 Weed control	weekly
1.2 Litter and debris removal	weekly
1.3 Plant pruning	monthly
1.4 Fertilize	winter/spring
1.5 Inspect, adjust and repair irrigation	weekly
1.6 Empty trash containers	weekly
1.7 Mowing and edging	weekly